

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF NORTH LITTLE ROCK AND LITTLE ROCK, ARKANSAS ALLOWING METROPOLITAN EMERGENCY MEDICAL SERVICES (“MEMS”) TO CONTINUE PROVIDING EMERGENCY MEDICAL SERVICES AND NON-EMERGENCY ROUTINE TRANSPORTS IN NORTH LITTLE ROCK PURSUANT TO AN EXCLUSIVE FRANCHISE; AND FOR OTHER PURPOSES.

WHEREAS, beginning on September 15, 1986, the Cities of North Little Rock and Little Rock (“the cities”) have previously executed, by their respective Mayors, Interlocal Agreements awarding an exclusive franchise to Metropolitan Emergency Medical Services (“MEMS”) to provide emergency service and non-emergency routine transport ambulance service to North Little Rock citizens; and

WHEREAS, these interlocal agreements have furthered the governmental objective of both cities to provide high quality advanced life support (ALS) and routine transport ambulance service to citizens; and

WHEREAS, the current five-year interlocal agreement expires July 31, 2016, and the cities desire to extend such interlocal agreement for an exclusive franchise for an additional five years through July 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Interlocal Agreement (substantially similar to Exhibit “A” attached hereto) that extends the exclusive franchise that will allow MEMS to continue to provide emergency services and non-emergency routine transportation ambulance service to North Little Rock citizens for an additional five (5) years, effective August 1, 2016. Upon the expiration of the five-year term, this City Council authorizes a month-to-month extension until a formal extension is approved by both cities.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED 11:23 A.M. _____
P.M. _____

By City Attorney

DATE 3/20/16

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY Diane Whitbey



**METROPOLITAN EMERGENCY MEDICAL SERVICES
EXTENSION OF INTERLOCAL AGREEMENT
NORTH LITTLE ROCK**

This Agreement is made and entered into as of the first day of August, 2016, by and between the Cities of Little Rock, Arkansas ("Little Rock") and North Little Rock, Arkansas ("North Little Rock"), cities of the first class.

WITNESSETH:

WHEREAS, the existing interlocal agreement between the two cities for all ambulance services expires July 31, 2016; and

WHEREAS, the governing bodies of Little Rock and North Little Rock have agreed to a five (5) year extension of the agreement, from August 1, 2016 through July 31, 2021.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Little Rock and North Little Rock. and on the terms and conditions set out herein, it is agreed as follows:

1. **TERM**. The term of this Agreement shall extend from August 1, 2016, for a period of five (5) years, through July 31, 2021, subject to the continuing right of Little Rock and North Little Rock to modify, renew or extend the term by mutual agreement. Either party may terminate the agreement by giving ninety (90) days written notice.

2. **EXCLUSIVE FRANCHISE**. The City of North Little Rock has authorized by resolution a five (5) year extension of MEMS' exclusive franchise to provide all ambulance service to the citizens of North Little Rock. Wheelchair van service is excluded from this franchise.

3. **CURRENT INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THE EXTENSION.** The current interlocal agreement, dated August 26, 1996, is adopted and incorporated by reference herein, and sets forth the additional terms governing this agreement.

4. **APPROVALS.** This Agreement shall not be effective until such time as it has received all approvals as required by Ark. Code Ann. §25-20-102 et seq.

Executed this _____ day of _____, 2016.

CITY OF LITTLE ROCK, ARKANSAS

CITY OF NORTH LITTLE ROCK, ARKANSAS

By _____
Mark Stodola, Mayor

By _____
Joe A. Smith, Mayor

ATTEST:

ATTEST:

Susan Langley, City Clerk

Diane Whitbey, City Clerk

This agreement acknowledged this _____ day
of _____, 2016.

LITTLE ROCK AMBULANCE AUTHORITY

By _____
Jon Swanson, Chairman